



SECOND AMENDMENT TO
CONTRACT FOR ELECTRIC SERVICE
(CONTRACT # E7016018)

This Second Amendment to Contract for Electric Service ("Second Amendment") is made and entered into effective January 1, 2022 ("Effective Date"), by and between Dominion Energy South Carolina, Inc., fka South Carolina Electric & Gas Company ("Company") and Mercedes-Benz Vans, LLC ("Customer").

RECITALS

A. Company and Customer entered into a Contract for Electric Service effective July 31, 2016 (the "Original Contract"), as amended on July 11, 2019 (the "First Amendment"), for the provision of electric utility service to a plant located at 8501 Palmetto Commerce Parkway, Ladson, SC 29456-6701 ("Premises").

B. The Original Contract, the First Amendment, and this Second Amendment, together with any documents expressly incorporated in the Original Contract, the First Amendment, and this Second Amendment, are referred to herein collectively as the "Contract." The Contract constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the same services.

C. Customer has requested and Company has agreed to provide power per the "Green Power Rider to Applicable Retail Electric Rate Serving Mercedes-Benz Vans, LLC" and to make certain changes in the Contract.

Now, therefore, for and in consideration of the mutual promises contained herein, the parties, intending to be legally bound, agree as follows:

AGREEMENT

1. The recitals set forth above are an integral part of this Second Amendment. All defined terms used in this Second Amendment shall have the same meaning as in the Contract unless otherwise specified.

2. Customer requests and Company agrees to provide Green Power for 100% of Customer's energy consumption per the "Green Power Rider to Applicable Retail Electric Rate Serving Mercedes-Benz Vans, LLC" (the "Rider") attached hereto and incorporated herein. The Green Premium described in the Rider will not apply to the power from up to 500 kW of renewable energy generation installed by Customer for on-site usage.

3. This Second Amendment shall have an Effective Date of January 1, 2022 and is subject to the approval of the Public Service Commission of South Carolina ("Commission") and any and all provisions herein are subject to change by order(s) of the Commission. The Customer agrees to support the Company in its request to the Commission seeking approval of this Second Amendment and protecting confidential



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information. In the event the Commission does not approve the Second Amendment or approves the Second Amendment (including the Rider) subject to conditions that differ in any way from the rates, terms, and conditions herein, the parties shall negotiate in good faith in order to address any such Commission conditions. If the parties cannot reach agreement in order to address Commission conditions, then either party may terminate this Second Amendment with ninety (90) days written notice without penalty.

4. Customer agrees to take service under the Rider for [REDACTED] initial term. At the conclusion of the initial term, the Rider shall automatically extend on a year-to-year basis, unless either party shall give written notice of intent to terminate at least thirty (30) days prior to the expiration of the initial term or any extension thereof. Customer may submit such notice to Company at the following address: Dominion Energy South Carolina, Inc., PO Box 100255, MC B-102, Cayce, SC 29033-3701. For avoidance of doubt, the Term of the Original Contract will extend automatically to run concurrently with the Rider.

5. Company and Customer hereby agree to keep the terms of this Second Amendment confidential. Neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of this Second Amendment to a third party except (i) in order to comply with any applicable law, order, regulation, or exchange rule; (ii) to the extent necessary for the enforcement of this Second Amendment; or (iii) to its employees, lenders, counsel, accountants and other agents on a need-to-know basis for the analysis of business issues related to this Second Amendment, provided such persons shall have agreed to keep such terms confidential. The existence of this Second Amendment is not confidential.

6. The Customer may elect to own and operate on-site generation facilities to generate power for emergency use by Customer as backup for its critical infrastructure and will be entitled to any applicable Company programs including Distributed Energy Resource ("DER") or Standby Generator programs in connection with such on-site generation. Customer shall retain all rights to any "Green Attributes" ("Green Attributes" shall mean RECs, Green Tags or any other environmental attributes), credits or subsidies that may be applicable to any on-site generation owned by Customer. Any such Self-Generation shall be subject to all applicable Company tariffs regarding Customer-owned generation that are on file with, and have been approved by, the Commission.



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Except as modified by this Second Amendment, the Contract is ratified and confirmed in all respects.

IN WITNESS WHEREOF, Company and Customer have executed this Second Amendment effective as of the day and year first above written.

Mercedes-Benz Vans, LLC

By: AKK

Print Name: Arnhelm Mittelbach

Its: President & CEO

Dominion Energy South Carolina, Inc.

By: Daniel F. Kassis

Print Name: Daniel F. Kassis

Its: GM – Strategic Partnerships & Renewable Energy, Authorized Representative

Mercedes-Benz Vans, LLC

By: 

Print Name: Martin Antonelli

Its: Head of Engineering

**GREEN POWER RIDER TO APPLICABLE RETAIL ELECTRIC
RATE SERVING MERCEDES-BENZ VANS, LLC****GREEN POWER****A. AVAILABILITY**

This RIDER is available for an initial term of [REDACTED] to Customer in conjunction with the Contract or Contract Amendment being executed concurrently herewith, to facilitate the purchase by Customer of Green Power, as defined below. Capitalized terms in this Rider that are not otherwise defined herein shall have the meanings given to them in the Contract.

B. DEFINITIONS

- 1) **Green Power:** Green Power shall mean electricity sold by Company for consumption at the Premises coupled with Green Attributes (RECs, Green Tags or any other applicable environmental attributes). Green Power shall include Company Green Attributes, Market Green Attributes, or any combination thereof.
- 2) **Green Premium:** The Green Premium shall mean: (1) [REDACTED] per kilowatt hour ("kWh"), plus associated revenue related taxes, and plus any tracking fees associated with the Green Attributes in the applicable renewable energy registry ("Company Green Premium") for Company Green Attributes and (2) the Company's reasonable costs for purchasing Market Green Attributes in the open market in the case of a shortfall in Company Green Attributes, plus all associated revenue related taxes, and plus any tracking fees associated with the Green Attributes in the applicable renewable energy registry ("Market Green Premium") for Market Green Attributes, as applicable, pursuant to Sections D, E and F, below.
- 3) **Company Green Attributes:** Company Green Attributes shall mean Green Attributes originating from renewable generation resource(s) that are (i) owned by Company or (ii) owned by a third party and interconnected to the Company's system, to the extent that Company owns the rights to the Green Attributes associated with such generation.
- 4) **Market Green Attributes:** Market Green Attributes shall mean Green Attributes purchased in the open market.

C. DESCRIPTION OF SERVICE

Company provides electric utility service to Customer's Premises. Customer desires to have the Premises served entirely with Green Power upon commencement of application of this Rider. Subject to the pricing requirements and consent requirements set forth in Section F below, in the event of a shortfall in Company Green Attributes, Company will procure Market Green Attributes to provide Customer with Green Power as set forth below.

D. TERM

Beginning with the effective date of a Contract or an Amendment to a Contract which incorporates the provisions of this Rider, Customer commits to purchase from Company and the Company commits to provide the Green Power for 100% of energy consumption by the Premises for [REDACTED] beginning with the effective date of a Contract or an Amendment to a Contract which incorporates the provisions of this Rider; provided, however, Company shall not be required to provide Green Power in excess of [REDACTED] [REDACTED] during any calendar year. If such term exceeds that of the underlying Contract, the Contract shall

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be automatically extended to run concurrently with the Rider. At the conclusion of such [REDACTED] initial term, the term of this Rider shall automatically extend on a year-to-year basis, unless either party shall give written notice of intent to terminate at least (30) days prior to the expiration of the original term or any extension thereof.

E. RATE FOR GREEN POWER

The Customer's Rate for Green Power shall consist of the following two components:

- 1) The charges under any approved retail electric rate serving Customer (under which Customer takes service), discussed in the Contract.
- 2) The Green Premium (as defined above) will be added to each monthly bill for the kWh consumption at the Premises.

F. GENERAL PROVISIONS

The Green Premium will be added to each monthly bill for the kWh consumption at the Premises. After the conclusion of each calendar year of service (no later than March 1st) during the [REDACTED] initial term of this Rider, and any extension of such period, Company will review the records of power provided from its system to the Premises to determine whether Company has adequate amounts of Company Green Attributes. Should Company not have adequate amounts of Company Green Attributes, Company will supply Market Green Attributes, provided that at the time of the proposed purchase of the Market Green Attributes, if the Market Green Premium exceeds the Company Green Premium, Company shall not purchase the Market Green Attributes without first seeking and receiving Customer's consent. Customer will reimburse Company for the amount by which the Market Green Premium associated with such Market Green Attributes exceeded the Company Green Premium. A credit will be provided to Customer for the amount by which the Company Green Premium exceeded the Market Green Premium, if any. If Customer's consent is required but Customer does not consent to the Company supplying Market Green Attributes, a credit will be provided to Customer against the Company Green Premium previously charged for power which was not covered due to the shortfall. If, for any reason, Green Power is not delivered to supply the 100% of Customer's Green Power requirement at the Premises as specified herein, Customer will receive a credit for any Green Premium incorrectly invoiced for that non-Green Power in Customer's next monthly bill following the true-up (and any successor bills, as necessary).

Company will retire Green Attributes in the applicable renewable energy registry on Customer's behalf on a periodic basis during the term of this Rider in an amount equal to one hundred percent (100%) of the Green Power, expressed in MWh, consumed at the Premises and purchased from Company in the previous calendar year during the term of this Rider, and Company shall provide Customer with annual certificates reflecting the Green Attributes retired over such period. Such certificates shall be in a form reasonably satisfactory to Company and Customer.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE GREEN ATTRIBUTES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE GREEN ATTRIBUTE'S MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, EFFECT ON CUSTOMER OR ITS BUSINESS, OR QUALIFICATION UNDER ANY APPLICABLE STANDARD OR PROGRAM. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY AS TO HOW OR WHETHER CUSTOMER MAY USE OR APPLY ANY GREEN ATTRIBUTES IN CONNECTION WITH ANY LEGAL REQUIREMENT, PROGRAM, STANDARD, OR ACCOUNTING REQUIREMENT. FOR THE

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AVOIDANCE OF DOUBT, CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY REPRESENTATIONS AND WARRANTIES IT MAKES REGARDING THE GREEN ATTRIBUTES, INCLUDING WHETHER THE RETIREMENT OF THE GREEN ATTRIBUTES PERMITS CUSTOMER OR ANY POWER PRODUCED BY CUSTOMER TO QUALIFY UNDER ANY "GREEN" OR RENEWABLE ENERGY STANDARD.

G. PRIORITY FOR COMPANY GREEN ATTRIBUTES

Company will give Customer a priority to its Green Power up to the amount necessary for the Premises, so long as that is allowed under applicable regulations and law.

H. GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and part of this Rider.